

## GENERAL CONDITIONS OF SOFTWARE PROCUREMENT

### I. PURPOSE

1.1 The purpose of this agreement is to establish the general contract conditions of the NEMOTEC software described in the "Order" signed by the Client, as well as, if applicable, certain services and conditions attached to it.

Therefore, by signing or completing the "Order" and conditional to the payment of the quantity established therein, the Client acquires one (1) license to use, one (1) copy and for one (1) user of the Software, under the conditions described in the "Order", in the EULA and in this Agreement. In addition, in the event that the client contracts the "Smart Plan" and "STL Annual Export Service", the Client agrees to pay the corresponding amounts for these services and NEMOTEC is obliged to provide services as stipulated in the terms and conditions described here.

In the case of Clients with more than one computer that are connected through a LAN in a working group or with a private domain, the Client must acquire a Network License. In that case, a license must be acquired for the computer that will act as the main server, as well as a license for each additional computer connected to the LAN, which will be at a lower cost than the main server, all in the economic terms described in the "Order." For information purposes, the licenses of the additional terminals are concurrent, so only the quantity contracted can be used at the same time.

Finally, the Client guarantees that the Client has received information from NEMOTEC on the minimum technical requirements necessary for the installation and use of the Software and that its equipment and the network fully comply with these.

1.2 The provision of the "Smart Plan" services will be subject to the conditions described in the Sixth clause. Likewise, by means of the procurement of the "STL Annual Export Service", the Client may export the guides, bio models, etc., made through the Software in a file with ".stl" format, up to a maximum of 120 cases annually (in the cases of NemoCast, NemoScan, NemoFab, NemoDSD 3D and NemoDSD Guided Surgery). In case of exceeding this maximum annual amount, the Client must acquire an "Industries" license which, in exchange for an additional fee for both license acquisition and annual fee, will have unlimited STL export service.

1.3 For the purpose of this agreement, the following words shall have the corresponding definitions:

- a. Software: is/are the NEMOTEC software described in the "Order."
- b. Client: will be the individual or legal entity that appears in the "Billing Data" section of the "Order" and, therefore, licensee of the Software.
- c. EULA (End Users License Agreement): is the existing end user license agreement applicable to the Software.

### II. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

2.1 This document does not guarantee or grant Software rights to the Client in any way; therefore, as explicitly described in this document and in the EULA, the Client does not acquire intellectual or industrial property rights (including but not limited to, copyright, patent, trademarks, trade secrets, etc.) with respects to the Software, beyond the right

of use described in the EULA. All these rights are expressly reserved by NEMOTEC and, accordingly, it will retain all ownership rights to the Software, as well as any complete or partial copies thereof.

2.2 The use of the Software is subject to the NEMOTEC EULA, which is available at [www.nemotec.com/eula](http://www.nemotec.com/eula) and during the installation process. The Client agrees to go to said URL and read and know the terms described therein, which shall be deemed accepted at the time the Client requests the installation of the Software or accesses it for the first time, an unequivocal signal of the acceptance of the NEMOTEC EULA.

### III. REMUNERATION

3.1 The Client shall pay to NEMOTEC the remuneration established in the attached "Order" in the terms described therein, according to the kind of contract chosen by the Client. If cash payment is chosen, this must be made by bank transfer, to the current account that appears in the "Order," by credit card or direct debit.

3.2 The procurement of the products and/or services included in the "Order" is understood to have taken effect when they have been expressly confirmed by the Client and when NEMOTEC has received in full the payment for the products and/or services contracted. In case of installment payments, the contract will take effect when the first monthly payment of the products and/or services contracted is received.

3.3 All quantities described in the "Order" will be increased with corresponding taxes at any time according to the current legislation.

3.4 NEMOTEC undertakes to send to the Client the corresponding invoice(s) for the contracted product(s) and/or service(s), which will be paid by direct debit, for which the Client undertakes to provide to NEMOTEC the "SEPA B2B direct debit mandate" which accompanies this document.

3.5 In the event that the Client has selected the installment payment option in the "Order," the following special conditions will be applied, which the Client declares to know and accept:

- The Client agrees to contract the "Smart Plan", to which the conditions described in point VI of this Agreement will be applied.
- In case of default of more than 15 days on any of the installments or receipts issued by NEMOTEC, NEMOTEC will have the right to remotely block and prevent the Client from using the Software, as well as suspending the Provision of the Services of the "Smart Plan" until the Client corrects its default situation.
- 30 days past the default of any of the receipts issued by NEMOTEC, NEMOTEC may consider this Agreement terminated, including the EULA, consequently the Client will no longer have the right to use the Software, and will cease the Provision of the Services of the "Smart Plan", all without prejudice to the right of NEMOTEC to claim the unpaid amounts, as well as the damages and losses caused. In this case, NEMOTEC may remotely and definitively block the use of the Software by the Client.

#### IV. TERM

4.1 This Agreement is for an indefinite period with respect to the right of use of the Software in the event that the payment has not been made in installments and has been fully paid by the Client.

4.2 In the case of installment payments of the Software, the license will become indefinite at the time the Client pays the last of the outstanding fees to complete the amount established in the "Order."

In case of arrears in the form of installment payments, the provisions of this Agreement will apply, including as described in Clause 3.5.

#### V. CLIENT OBLIGATIONS

5.1 When signing and/or completing the "Order", the Client undertakes the following:

- To pay the corresponding amounts, in time and form, to the modalities and services contracted.
- To respect the intellectual and industrial property rights of NEMOTEC.
- To use the Software in the terms described in the EULA.
- To have the necessary technical and computer equipment for the use of the Software, in the terms informed by NEMOTEC.

#### VI. SPECIAL CONDITIONS OF THE PROVISION OF SERVICES FOR THE "SMART PLAN"

6.1 In the event that the Client has chosen the Provision of Services of the "Smart Plan" in the "Order", they will be provided by NEMOTEC in the terms described in this clause. The "Smart Plan" will be mandatory for the installment payment modality of the Software, as described above.

For clarification purposes, NEMOTEC will make its best efforts to resolve the incidents that occur on the contracted software, provided that they are within the scope of the technical and human resources available to NEMOTEC and that the conditions in the subsequent clauses will be met by the Client.

##### 6.2 Services:

NEMOTEC will provide the following services to the Client:

1. Assistance by telephone and/or remote access. Resolution of queries regarding the performance and operation of the Software by the Client, as well as theoretical and practical advice to improve the utilization of said Software. NEMOTEC undertakes to respond to any doubts or incidents received within a maximum period of approximately 24 hours from their reception, during working hours and from Monday to Friday.
2. Online and face-to-face training at preferential prices through the NemoUniversity platform. For the provision of this service, the Client must accept the applicable terms and conditions when they are facilitated by NEMOTEC.
3. Sending standard software updates (which are those that do not have specific modifications), for new versions that are developed during the term of the "Smart Plan" contract. For information purposes, the installation will be performed automatically, and the Client must accept the installation dialog that will appear on the screen of the terminal when the update is available.
4. NemoBox online service through which the Client can

export cases to a URL where they can be viewed by authorized third parties. For the provision of this service, the Client must accept the applicable terms and conditions when they are facilitated by NEMOTEC. For clarification purposes, this service is exclusively for customers who have any diagnostic software with NemoStudio version 2017 (or later) and, of course, who have contracted the "Smart Plan".

5. Adaptation of the Software for which the Client has contracted the "Smart Plan" to the changes in the legal dispositions that affect the processes and models considered therein.

##### 6.3 How to use the Telephone Inquiry Service

In order to ensure effective and accurate attention to all users, before using the telephone inquiry service, the Client should review the documentation provided by NEMOTEC. Moreover, the Client must check the status of the computer equipment and its accessories.

If the problem persists once the tests described above have been carried out, the Client will contact NEMOTEC Technical Service, identifying themselves with the Client code provided in this Contract or, failing this, with the name of the clinic and/or the doctor.

The Client must have an Internet connection to allow the remote resolution of the incident.

Phone inquiries will relate exclusively to the Software covered by this Agreement. Any inquiry about any other software or hardware element is not covered by this service.

In order to avoid unnecessary waiting times and to be able to properly assist all users, if the Client wishes to access NEMOTEC Technical Service interventions that require a high level of dedication (for example, re-installations of products, on-line training, etc.), the Client must make an appointment on the phone hotline (902 13 10 43 - extension 1 or 914 33 52 22 - extension 1).

##### 6.4 Duration of the "Smart Plan" Service Provision Contract. Renewal.

The "Smart Plan" is valid for a period of ONE YEAR from its signature, **automatically understood to be renewed** for the same period thereafter, and to be adapted to the new rates, unless either party communicates to the other its desire to terminate the contract, of which notification must be given at least thirty days before the expiration date.

#### VII. WARRANTY, INDEMNITIES AND LIMITATION OF LIABILITY

7.1 NEMOTEC does not guarantee to the Client that the software will meet the requirements and needs of the Client. Except as expressly provided in the Agreement, NEMOTEC provides the Software to the Client "as it is" and without warranty. Thus, the Client disclaims all other warranties, express or implied, including the implied warranties of non-infringement, marketability and fitness for a specific purpose.

7.2 The Client will assume all liability and defend, indemnify, and hold NEMOTEC harmless for any liability due to any representations, warranties, or guarantees made in excess, or based on an act or omission by the Client under this Agreement.

7.3 NEMOTEC's liability under or in connection with this Agreement (including damages) whether arising from negligence, breach of contract or otherwise shall be limited to the value of the Software paid by the Client.

7.4 NEMOTEC shall not be liable for any loss, whether arising directly or indirectly, of (a) profits, (b) savings, (c) goodwill, (d) reputation, (e) revenue, (f) anticipated savings, (g) business or opportunity, (h) data stored in the Software, or (i) any other similar purely economic loss; nor any special, indirect, consequential or incidental losses or damages of any kind or nature whatsoever regardless of whether in each case it arises from breach of contract, warranty, tort, strict liability, negligence or otherwise, even if advised of the possibility of such loss or damage, or if such loss or damage could have been reasonably foreseen.

7.5 NEMOTEC declines all liability in the following cases:

- Breach by the Client of any of the terms of this Agreement.
- Abnormal or negligent use of the Software and/or data file.
- Loss of unrecoverable information.
- Any type of compensation, in the form of damages, claimed by the Client, derived from the delay that may arise in the receipt of the new versions or copies.

7.6 The Client shall analyze, review and confirm the results obtained in guides, models, etc., when using the Software, the Client being responsible for them at all times. The Software is a tool that the Client must use to facilitate the obtaining of certain results, the Client being responsible for them in any case, and must verify that they are appropriate for each specific case. For this reason, NEMOTEC will not be responsible at any time for the results obtained by the use of the Software, so that the Client guarantees that the Client will not claim anything to NEMOTEC in this respect, as well as the Client will hold harmless in this respect any claim received from a patient of the Client or by any third party.

#### VIII. INDEPENDENT RELATIONSHIP

8.1 Each party is an independent contractor. Neither party is, nor will claim to be, a legal representative, franchisee, agent, nor employee of the other, except as specifically stated in this Agreement. The parties will neither assume nor create obligations for the other. Except as expressly set forth herein or after the prior written consent of the other, neither party hereto shall: (i) not refer to itself as an authorized representative of the other party hereto in promotional, advertising, or other materials; (ii) not use NEMOTEC's trademarks or any deviations thereof in any of its promotional, advertising, or other materials; nor (iii) release any public announcements referring to the other party or to this Agreement.

#### XI. DATA PROTECTION

9.1 In compliance with Organic Law 15/1999 of 13<sup>th</sup> December on the Protection of Personal Data ("LOPD") and the Development Regulation of the LOPD approved by Royal Decree 1720/2007 of 21<sup>st</sup> December (hereinafter Development Regulation), the personal data of the patients will become part of a file owned by the Client, who is responsible for the file.

9.2 In certain circumstances, NEMOTEC may treat data which is the responsibility of the Client, and shall be the first one to be "Responsible for Processing", for which it undertakes to:

- a. Treat the Data in accordance with the Client's instructions

and not apply nor use them for purposes other than the effective fulfillment of the provision of the required services.

- b. Not to communicate this data, not even for safekeeping, to any other person or entity with the exception of those employees or collaborators who, for the fulfillment and the provision of the services, require access to them as well as subcontracted companies, if any, and their employees.
- c. Implement the high-level security measures stipulated in the Development Regulation.
- d. To return to the Client or to destroy, at the latter's discretion, any data that may be in its possession at the termination of the corresponding contract, except for those that need to be preserved to prove compliance with legal and contractual obligations during the corresponding limitation periods.

#### X. GOVERNING LAW

10.1 The interested parties, with explicit waiver of the jurisdiction that may correspond to them, insofar as questions or disputes arising from the interpretation, application, or fulfillment of this Agreement, are subject to the Jurisdiction of the Courts of Madrid.